

## AFFINITY AGREEMENT UNIVERSITY OF NOTRE DAME

This Agreement is entered into as of this 1st day of July, 2010 (the "Effective Date") by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and University of Notre Dame du Lac, a non-profit domestic corporation having its principal place of business at 203 Main Building, Notre Dame, Indiana ("UND"), for themselves and their respective successors and assigns.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, UND and Bank agree as follows:

### 1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

**"Affiliate"** means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

**"Agreement"** means this affinity agreement and Schedules A, B, C, and D.

**"Applicable Law"** means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

**"Athletics"** means the UND's department of athletics and UND's athletic teams.

**"Contract Year"** means the period from the Effective Date through and including June 30, 2011 and each consecutive twelve month period thereafter from July 1 through June 30 during the Term of the Agreement.

**"Credit Card Account"** means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

**"Customer"** means any Member who is a participant in the Program.

**"Deposits"** means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with

debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

**“Deposit Account”** means a consumer deposit account opened pursuant to the Program.

**“Financial Service Product”** means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, travel and entertainment charge card or credit card program, and deposit program, or the functional equivalent of any such product. The term “Financial Service Product” does not include: UND’s commercial banking relationships that exist solely for the purpose of facilitating the operations and business of UND, or student financial aid or student loan programs offered or administered directly or indirectly, through or by UND, provided, that, (i) UND does not endorse or solicit the use by Members of any Financial Service Product included in such banking services; (ii) and the proceeds of any student financial aid or student loan programs cannot be accessed by a credit card, charge card or debit card; and (iii) any Financial Service Product included in such banking services shall not be permitted to use a Trademark or an Other Trademark during acquisition, servicing or administration of such product.

**“GIP Account”** means a Credit Card Account opened pursuant to a GIP in which UND complies with the GIP provisions of this Agreement.

**“Group Incentive Program”** or **“GIP”** means any credit card marketing or program whereby UND (or Notre Dame Sports Properties on UND’s behalf) conducts and funds solicitation efforts for credit card products offered under the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

**“Information”** has the meaning ascribed to such word in Section 7.

**“Marketing List”** means an updated and current list (in a format mutually agreed upon by the parties) containing non-duplicate names, with corresponding valid postal addresses and when available e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics. The Marketing List will not contain the names of students of the UND.

**“Member”** mean alumni of UND, members of UND, friends, faculty and staff of UND, fans and ticket holders of UND athletic events and/or other potential participants mutually agreed to by UND and Bank.

**“Net New Purchases”** means equal to the sum of debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier’s checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit,

escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

**“Notre Dame Sports Properties”** means Play by Play Sports, LLC, d/b/a Notre Dame Sports Properties, the exclusive marketing and multimedia rights partner for UND providing marketing and advertising deliverables to corporate partners supporting UND’s athletic programs.

**“Other Trademarks”** means any other designs, images, visual representations, logos, service marks, trade dress, trade names and/or trademarks of UND, Athletics, UND Affiliates used or acquired by UND, Athletics, or any UND Affiliate prior to or during the Term of this Agreement that are not set forth on Schedule C.

**“Program”** means those programs and services, and the promotion thereof, of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

**“Program Trademarks”** means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the Term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of a Trademark, with or without other elements.

**“Reward Account”** means a Credit Card Account carrying a Reward Enhancement.

**“Reward Enhancement”** means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

**“Reward GIP Account”** means a Reward Account opened pursuant to a GIP in which UND complies with the GIP provisions of the Agreement.

**“Royalties”** means the compensation set forth in Schedule A.

**“Student Credit Card Account”** means a Credit Card Account opened through an application coded by Bank as a student application.

**“Term”** means July 1, 2010 through June 30, 2015.

**“Trademarks”** means the designs, images, visual representations, logos, service marks, trade dress, trade names and/or trademarks of UND, Athletics, and UND Affiliates set forth on Schedule C, as the same may be modified from time to time upon mutual agreement of the parties.

**“UND Affiliate”** means any Affiliate of UND.

“UND Rewards” means those rewards and enhancements described on Schedule D offered as part of the Program that UND is responsible for providing and fulfilling in accordance with the terms of this Agreement, as the same may be modified from time to time upon mutual agreement of the parties.

2. RIGHTS AND RESPONSIBILITIES OF UND

- (a) UND agrees that during the Term of this Agreement it will endorse the Program exclusively and that neither UND, Athletics, nor any UND Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the Trademarks and Other Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank. In addition, if UND, Athletics, or any UND Affiliate sells any product or service, in connection with such sales, UND shall not, and shall cause Athletics and UND Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, UND may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UND of said financial institution or advertising for a Financial Service Product. Bank also expressly recognizes that as of the Effective Date of this Agreement, UND has an existing credit union program with the Notre Dame Federal Credit Union (“NDFCU Program”). The NDFCU Program shall not be deemed prohibited by the exclusivity commitments described herein; provided, that: (a) the financial services and products offered in connection with such NDFCU Program to the community at large will not use the Trademarks, Other Trademarks, and/or Marketing Lists in connection with the promotion of such financial services and products (including, for example, not using Trademarks or Other Trademarks on the NDFCU Program credit devices, debit cards and checks); (b) the financial services and products offered under the NDFCU Program will not have a similar look and/or feel as the Financial Service Products offered by Bank under the Program (including, for example, credit card and debit devices will not look substantially similar to the Program devices so as to avoid consumer confusion between the programs, and the NDFCU product terms and features will not be substantially similar to the product terms and features of the Financial Service Products offered by Bank under the Program). Bank and UND acknowledge that the Sponsorship rights granted to Bank of America and its Affiliates (including Bank) by Notre Dame Sports Properties pursuant to the sponsorship agreement entered into by and between Notre Dame Sports Properties and Bank of America Corporation shall not constitute a breach of the exclusivity commitments herein (“Sponsorship Agreement”).

- (b) UND agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) UND authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, or any other means (except telephone) for participation in the Program. UND will, and will cause Notre Dame Sports Properties to provide Bank access for direct promotion and other Program marketing activities at UND athletic events.
- (d) UND will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain a Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the UND Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due UND. In the event such costs exceed Royalties then due UND, if requested by Bank, UND will promptly reimburse Bank for all such costs.
- (e) At least once annually and within thirty (30) days following the request of Bank, but in no event more than four (4) times per Contract Year, UND will provide Bank with the Marketing List free of any charge; provided, however, that UND will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that UND not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by UND or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due UND. UND will provide the first Marketing List, containing the required information for at least one hundred eighty thousand (180,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after UND's execution of this Agreement.
- (f) UND will, and will cause any UND Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to UND. Notwithstanding the above, UND may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to UND. Any correspondence received by UND that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by UND will be paid by Bank.
- (g) UND hereby grants Bank and its Affiliates a limited, exclusive license to use the Trademarks with the Program (e.g., on Program marketing materials and on Program credit card devices, debit card devices and checks). This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or

individual. UND will provide Bank all Trademark production materials (e.g., camera ready art) required by Bank for the Program as soon as possible but no later than thirty (30) days after UND's execution of this Agreement. Nothing stated in this Agreement prohibits UND from granting to other persons a license to use the Trademarks and Other Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). UND may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. UND shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any Trademark. Bank may use Program Trademarks that contain Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the Term of this Agreement.
- (i) UND will, and will cause Athletics and/or Notre Dame Sports Properties, as applicable, to provide to Bank certain of the marketing opportunities and other benefits described in the Sponsorship Agreement each Contract Year during the Term for the purposes of promoting the Program, at no additional charge to Bank.
- (j) UND has as of the Effective Date of the Agreement approximately two hundred sixty five (265) Notre Dame clubs ("Notre Dame Clubs"). Some of these Notre Dame Clubs are independently organized and therefore technically not subject to UND's exclusivity promises as the independent Notre Dame Clubs are not UND Affiliates. Notwithstanding the foregoing, UND agrees during the Term of the Agreement to inform the Notre Dame Clubs about the Program and that UND has granted exclusivity to Bank in the Financial Service Products category. Additionally, UND will work with Bank and certain of the larger Notre Dame Clubs to identify additional marketing opportunities for the Program. UND represents and warrants to Bank prior to and during the Term of this Agreement that: (i) Notre Dame Clubs are not authorized, without UND's permission, to use Trademarks, Other Trademarks or Marketing Lists to offer or arrange to offer a Financial Service Products program to Notre Dame Club participants and/or members; (ii) as of the Effective Date there are no Financial Service Product programs that exist on the part of the Notre Dame Clubs with other issuers or financial institutions; and (iii) that UND will use its best efforts to cause the Notre Dame Clubs not to develop or enter into any program or relationship that would otherwise be inconsistent with UND's exclusivity promises described in Section 2(a) of this Agreement.

### 3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Subject to Section 2(d), Bank will design all advertising, solicitation, and promotional materials used in the Program except for materials used in any UND Marketing Effort.

Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of UND.

- (c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any UND Marketing Effort.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of UND.
- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of UND. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by UND.
- (f) Subject to applicable law and regulation, Bank has the right to place Trademarks on gifts for individuals completing applications and on other premium items suitable in Bank's judgment for the solicitation of Credit Card Account applications. UND will have approval of the use and appearance of the Trademarks used on such materials pursuant to Section 2(d), but grants Bank the right to use approved materials at Bank's discretion. Bank will not be required to pay any third party (e.g., any producer, licensor(ee), or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of UND or an UND Affiliate for such gifts or premiums. UND waives such payments from any third party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties.
- (g) Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using UND's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless UND consents to Bank's use of the Marketing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and Add It Up®). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with,

Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) UND and Bank each represents and warrants to the other party that as of the Effective Date and throughout the Term of this Agreement:
- (i) It is duly organized, validly existing and in good standing;
  - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;
  - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;
  - (iv) No consent, approval, or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect;
  - (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.
- (b) UND represents and warrants to Bank as of the Effective Date and throughout the Term of this Agreement that it has the right and power to license the Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. UND will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the Trademarks license granted herein or from Bank's use of the Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any Trademarks or Marketing Lists.
- (c) UND represents and warrants to Bank as of the date hereof and throughout the Term of this Agreement that its negotiation, execution, delivery and performance of this Agreement does not and will not constitute a breach of its contractual relationship with the prior or current issuer of the UND endorsed financial services program, and that prior to the execution of this Agreement, UND has taken the necessary and appropriate steps to validly terminate its contractual relationship with any such issuer. UND agrees to hold Bank, its directors, officers, agents, employees, and affiliates harmless from and against

all liability, causes of action, and claims, and will reimburse the Bank's reasonable and actual costs in connection therewith (including attorneys' fees), arising from or relating to any breach of the representations and warranties contained in this Section 4(c) (including any action that may be taken by any such issuer (or any affiliate or representative thereof) arising from or related to the negotiation, execution, delivery and performance of this Agreement by UND and/or Bank.

5. ROYALTIES

- (a) During the Term of this Agreement, Bank will pay Royalties to UND. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter.
- (b) If at any time during the Term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("Impact"), then Bank may notify UND in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after UND's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to UND, upon ninety (90) days advance written notice.
- (c) During the Term of this Agreement, Bank will not pay Royalties to UND for any Student Credit Card Accounts; however, pursuant to the Trademark license granted to Bank pursuant to this Agreement, Bank will have the right to use the Trademarks on all Student Credit Card Accounts in accordance with the terms of this Agreement. The parties acknowledge that new credit card account acquisition marketing under the Program is not intended to be targeted to students of UND.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement

(“**Information**”) are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and UND will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its “Agents”) as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner or (ii) as required by law or requested by any governmental regulatory authority (e.g., Credit Card Accountability Responsibility and Disclosure Act of 2009 (“Card Act 2009”). Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

8. TERM OF AGREEMENT

The Term of this Agreement will begin on the Effective Date and end on June 30, 2015.

9. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or UND, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the “Cure Period”), then this Agreement may terminate sixty (60) days after the Cure Period by the non-breaching party.
- (b) If either Bank or UND becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the Trademarks or to the Marketing Lists and will purge any Marketing Lists in its possession.

- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by UND, Athletics, or any UND Affiliate to the Members. Such approval will not be unreasonably withheld. Upon termination or earlier expiration of this Agreement, Bank will have up to one hundred eighty (180) calendar, days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) wind-down the UND Rewards; (iii) use Trademarks in connection with Deposit Accounts and Credit Card Accounts opened during such one hundred eighty (180) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, rewards materials, and card carriers. UND shall not attempt to cause the removal of Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of one hundred eighty (180) days following the termination or expiration date of this Agreement, and Bank shall have the right to use Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion.
- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("Event"), and provided Bank is doing so with at least one (1) other collegiate affinity group, Bank may notify UND in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UND's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to UND, upon ninety (90) days advance written notice.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, UND agrees that neither UND nor any UND Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, UND may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by UND, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.
- (g) If the Sponsorship Agreement terminates for any reason prior to June 30, 2015, Bank shall notify UND within thirty (30) days of learning of such termination of its desire to renegotiate the terms of this Agreement to address the impacts of losing the marketing rights and any other benefits to Bank ("Sponsorship Termination"). If, within thirty (30) business days after UND's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Agreement to address the impacts

of the Sponsorship Termination, Bank shall have the right to terminate this Agreement, without penalty or liability to UND, upon ninety (90) days advance written notice.

- (h) With respect to the UND Rewards, upon expiration or termination of this Agreement, UND agrees to continue to support the UND Rewards for Customers in accordance with the terms of Section 12 and Schedule D of this Agreement for a period of up to one hundred eighty (180) days post termination, including honoring Customer redemption requests through such period and to work with Bank on coordinating and sending any applicable Customer notifications.
- (i) Notwithstanding Section 2(a), UND's exclusive endorsement shall not preclude UND, beginning six (6) months prior to the end of the Term, from, on a strictly confidential basis, soliciting or entertaining other Financial Service Product program offers from other banks or financial institutions; provided that any agreement for such new program will not become effective until after this Agreement has terminated. In the event the Agreement will terminate due to breach on the part of Bank which has not been cured or is not otherwise subject to cure, the time frame for such discussions on the part of UND may begin in the sixty (60) days prior to termination of the Agreement.

#### 11. GROUP MARKETING

- (a) UND will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by UND or Notre Dame Sports Properties on its behalf, including, but not limited to, any GIP ("**UND Marketing Effort**"). UND will give Bank sixty (60) days prior notice prior to engaging in any UND Marketing Effort.
- (b) All GIP marketing materials will be coded by UND as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle UND to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty. For the sake of clarity, Deposit Accounts are not eligible for GIP Royalties.
- (c) Bank will have the right of prior approval of all marketing materials to be used in any UND Marketing Effort. Bank has control over, in its reasonable discretion, the scope, timing, content and continuation of any UND Marketing Effort. In furtherance of the above, UND shall immediately discontinue any or all UND Marketing Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such discontinuance. UND will not deviate from the approved materials and plan for any UND Marketing Effort without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any UND Marketing Effort or of supporting any UND Marketing Effort will be promptly reimbursed by UND upon demand.

- (e) UND will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any UND Marketing Effort; such requirements shall be made known to UND by Bank.
- (f) UND will advertise all the products offered under the Program prominently within the Alumni Association website and other mutually agreed upon prominent locations within UND's website, at UND's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle UND to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. UND will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, UND will provide Bank with the ability to access any and all pages within the UND internet site(s), including without limitation any "members only" or other restricted access pages that display Program material.
- (g) During the Term of this Agreement, UND agrees to conduct on its own, at its expense and on an ongoing basis the following UND Marketing Efforts for Financial Service Products offered under the Program: (i) online marketing efforts, which would include hyperlinks to a Bank application and/or Bank inbound application telephone number(s), which shall at times include, but not be limited to, standalone e-mails, e-newsletters, and digital magazines; and (ii) offline marketing efforts, which would include either Bank applications and/or Bank inbound application telephone number(s), which shall at times include, but not be limited to, publication ads, member directories, renewal notices, event notifications.

## 12. UND REWARDS

- (a) UND shall provide and fulfill the UND Rewards described in Schedule D in the quantities and intervals agreed to by the parties, to the Customers specified by Bank (in Bank's sole discretion) and agrees to comply with Bank's rules and instructions as established for the customer reward program terms and conditions.
- (b) All products and services delivered under this Agreement will meet or exceed UND's then-current standards and specifications, or as established between UND and Bank in writing or otherwise. UND shall purchase all products and services solely from suppliers who demonstrate, to UND's continuing reasonable satisfaction, the ability to meet UND's standards and specifications, and possess adequate quality controls and capacity to supply UND's needs promptly and reliably.
- (c) UND shall provide to Bank a written accurate description of the UND Rewards.
- (d) If for any reason the UND Rewards, or any portion thereof, is discontinued or terminated, UND agrees to abide by the terms originally communicated to those Customers who have already requested such UND Reward.

- (e) UND shall notify Bank of each modification to and/or termination to any UND Rewards in writing at least one hundred and twenty (120) days prior to the effective date of such modification or termination, or as otherwise mutually agreed to by Bank and UND.
- (f) UND agrees that it is solely and exclusively responsible and liable for all suits, causes of action, express or implied warranties, damages, losses and claims of negligence or product liability arising from any and all UND Rewards provided by or on behalf of UND regardless of whether such UND Rewards were provided for a price or free of charge.
- (g) Bank shall pay the wholesale cost as disclosed on Schedule D and incurred by UND for the UND Rewards.
- (h) Bank shall design all advertising, solicitation and promotional and fulfillment materials to be used with regard to the UND Rewards, which shall be subject to UND's approval in accordance with Section 2(d) and such approval shall not be unreasonably withheld.
- (i) Bank shall be responsible for all marketing of the UND Rewards. Bank shall, in its reasonable discretion, determine the method, manner, content and frequency of all such marketing.
- (j) Bank shall have the right from time to time to audit UND's performance under this Agreement and to inspect samples to be delivered to the Customers prior to their intended delivery upon seven (7) days' prior written notice. Such audits may take place at UND's facility or remotely, as determined by Bank. UND will cooperate with Bank in connection with such audits. UND shall not utilize any products or services governed under this Agreement until UND has received Bank's written approval, which will not be unreasonably withheld.
- (k) Bank shall compensate UND on the terms and conditions set forth in Schedule D, as the same may be amended from time to time and incorporated herein by this reference. Any costs or expenses incurred by UND in the performance of this Agreement which are not specifically set forth in Schedule D shall be the sole responsibility of UND.
- (l) All invoices for payment shall be forwarded to Bank. Each invoice shall be itemized and detail all authorized expenses. UND shall provide Bank with such documents and information as requested by Bank to support any invoice. Invoices shall be payable within thirty (30) days of receipt. Disputed invoices shall be paid within thirty (30) days after resolution of the dispute. Bank may audit UND's records and shall be provided with a refund in the event of an overcharge.
- (m) If during the Term of this Agreement UND is unable or fails to fulfill its obligations under Schedule D of this Agreement, Bank may, in addition to any other right or remedy it has under this Agreement, utilize any Royalties accrued by UND during the Term of this Agreement and otherwise payable to UND to perform some or all of UND's

obligations set forth in Schedule D, as appropriate, or to provide the Customers with a benefit similar in quality and value to the benefits set forth in Schedule D. If Bank uses Royalties accrued by UND to perform UND's obligations described on Schedule D, Bank agrees that the amount(s) used shall not exceed the whole sale cost specified on Schedule D for such UND Reward, or if the UND Reward is provided at no cost to Bank the amounts used by Bank will not exceed UND's whole sale cost for such UND Reward(s).

- (n) UND represents and warrants to Bank as of the date hereof and throughout the Term of this Agreement: (i) UND shall supply all UND Rewards in accordance with the terms of this Agreement and any additional Bank instructions, policies and procedures made known to it; (ii) UND shall perform all of its obligations under this Agreement in compliance with all applicable laws, ordinances, legislation and government agency orders and regulations; (iii) UND has a valid license to use, sublicense and distribute the third-party logos, trademarks, and other third party intellectual property used in conjunction with the UND Rewards supplied hereunder. Such use, license, and distribution is free of all claims and threats of claims and does not violate any rights of any third party, including any copyright, trade secret or other proprietary rights. Upon request, UND shall provide Bank with documentation evidencing UND's compliance with this representation; and (iv) UND has the means, methods and resources to perform its obligations under this Agreement.

13. CROSS INDEMNIFICATION

UND and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of the Agreement by UND or Bank, respectively as the case may be, or its directors, officers or employees. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

14. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 2(h), 4(b), 4(c), 7, 10(c), 10(d), 10(f), 10(h), 11(e), and 13 will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

- (e) If any part of this Agreement is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

- (1) If to University of Notre Dame du Lac:

University of Notre Dame  
415 Main Building  
Notre Dame, IN 46556-5602

ATTENTION: Mr. Rich Bellis,  
Director, Treasury Services

Fax #: (574) 631-4097

With a copy to :

Notre Dame Alumni Association  
100 Eck Center  
Notre Dame, IN 46556

ATTENTION: Ms. Dolly Duffy,  
Associate Executive Director,  
UND Alumni Association

With a copy to :

University of Notre Dame  
Office of the General Counsel  
203 Main Building  
Notre Dame, IN 46556

ATTENTION : Mr. Timothy J. Flanagan  
Associate Vice President & Counsel

- (2) If to Bank:

FIA Card Services, N. A.  
MS DE5-004-04-02  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821

- (3) Any party may change the address and fax number to which communications are to be sent by giving notice, as provided herein, of such change of address.
- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, UND may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of UND. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.
- (h) Bank and UND are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than UND and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (k) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures

for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.

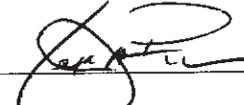
- (l) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (m) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

**University of Notre Dame du Lac**

**FIA Card Services, N.A.**

By: 

By: 

Name: John A. Sejdinaj

Name: JEFFREY ZINSLER

Title: Vice President for Finance

Title: SENIOR VICE PRESIDENT

Date: 6/29/10

Date: 7/7/10

## SCHEDULE A

### ROYALTY ARRANGEMENT

During the Term of this Agreement, Bank will pay UND a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

#### A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

#### B. REWARD ACCOUNTS

Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Reward Accounts.

1. \$3.00 (three dollars) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.
2. \$3.00 (three dollars) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has

a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.

3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

C. GIP ACCOUNTS AND REWARD GIP ACCOUNTS

1. \$150.00 (one hundred fifty dollars) for each GIP Account and/or Reward GIP Account opened from July 1, 2010 through September 30, 2011, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's and/or Reward GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts and/or Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$130.00 (one hundred thirty dollars) for each GIP Account and/or Reward GIP Account opened from October 1, 2011 through September 30, 2012, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's and/or Reward GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts and/or Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.
3. \$100.00 (one hundred dollars) for each GIP Account and/or Reward GIP Account opened from October 1, 2012 through June 30, 2015, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's and/or Reward GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts and/or Reward GIP Account will not qualify for any other opening-of-an-account Royalty.

D. DEPOSIT ACCOUNTS

During the Term of this Agreement, UND will receive the Deposits Royalties for those Deposit Accounts set forth below. Deposits Royalty compensation provisions will only apply to these types of Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section D, Deposit Accounts are not eligible for any other Royalty compensation provisions

contained in the Agreement. Further, Deposit Royalties will not be paid to UND on any existing deposit account that is converted to the Program.

1. \$2.00 (two dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90<sup>th</sup>) day from the account opening date. An additional \$1.00 (one dollar) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made approximately forty-five (45) days after the end of each calendar quarter.
2. 0.10% (ten basis points) of Net New Purchases paid within forty-five (45) days after the end of each calendar quarter.

E. ACCOUNT BONUS

Approximately one hundred and thirty-five (135) days after the end of each Contract Year in which Bank has opened at least fifteen hundred (1,500) Eligible GIP Accounts, Bank shall pay to UND a bonus of fifty thousand dollars (\$50,000.00) ("**Account Bonus**").

**"Eligible GIP Accounts"** are GIP Accounts and/or Reward GIP Accounts opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's and/or Reward GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

SCHEDULE D

**UND REWARDS**

<b>Reward</b>	<b>Description</b>	<b>Price</b>	<b>Supplying Organization</b>
Football Fantasy Camp	<p>Football camp to include the following:                      Maximum of 50 people                      Access to the practice field area, locker room, press box, and other areas reasonably necessary to conduct the events subject to ND athletics approval                      Authentic jerseys for each guest                      Player coach for each team and guest speaker                      Film session                      Visiting team locker room access                      Six (6) door prizes of \$50 each value</p>	At no cost	UND/Athletics
Basketball Fantasy Camp	<p>Basketball camp to include:                      use of main playing court for drills, practice, scrimmage                      Access to Naimoli Club Lounge                      Authentic jerseys for each guest                      Maximum of 24 people                      Guest speaker</p>	At no cost	UND/Athletics
Notre Dame Football Weekend (1 per home game per year)	<p>2 VIP game tickets                      1 Parking Pass                      1 hotel room (2 nights)                      Tee time for Friday at Warren Golf Course (Notre Dame Course)                      2 Friday football luncheon tickets                      2 passes to Friday night dinner in the press box                      Tour of locker room – photo op (Play Like A Champion sign)                      Tour of Gug – football facility                      ND gift pack</p>	At no cost	UND/Athletics
Stadium/locker room tour	<p>NDSP to provide access to Bank for private tours of Notre Dame athletics facilities such as the football stadium, press, box, and locker room; Guglielmino football</p>	At no cost	UND/Athletics

	complex, and other athletics facilities. Tours subject to facility availability.		
Attend Football Practice	Twenty (20) passes per season to attend a Notre Dame football practice (date subject to football practice schedule availability)	At no cost	UND/Athletics
Attend Basketball Practice	Twenty (20) passes per season to attend a Notre Dame men's basketball practice (date subject to football practice schedule availability)	At no cost	UND/Athletics
Meet and Greet with Brian Kelly	One meet and greet event with head football coach (date of event subject to Coach's schedule)	At no cost	UND/Athletics
Pre-Game Hospitality Pass	Eight (8) passes per home football game to the Notre Dame Sports Properties pre-game VIP hospitality tent. Includes fully catered meal, and open bar.	At no cost	UND/Athletics
Blue-Gold Spring football game tickets	Twenty (20) VIP game tickets and ten (10) press box passes for the Blue-Gold Spring football game.	At no cost	UND/Athletics
Football Game Tickets	20 per home game	\$70 per ticket	UND/Athletics
Football Game Parking	6 parking passes per home game	\$40 per pass	UND/Athletics
Basketball Game Tickets	8 tickets per home game	\$45 per ticket	UND/Athletics
2010 Neutral Game Trip	Football weekend to Notre Dame vs. Navy at the Meadowlands October 22-24. Two (2) night accommodations at the Millennium Broadway Hotel New York, Game ticket, Admission to the Notre Dame Tailgate Party, World Yacht Dinner Cruise, Round-trip transportation from hotel to Yacht Cruise, Round-trip transportation to the game, Shipping and Handling.	\$849 per person based on double occupancy	UND/Athletics
Away trip	Football weekend to Notre Dame away game arranged through NDSP travel agent.	TBD based on venue/location	UND/Athletics
Dinner Party in the Eck Visitors	Catered dinner for (up to) 50 in the Visitors Gallery of the Eck	\$60 per person	UND/Alumni

Center(unlimited)	Visitors Center. This striking space features high vaulted ceilings and large windows overlooking the Notre Dame campus. Hosted by the Executive Director of the Notre Dame Alumni Association.		
Notre Dame Club Membership(unlimited)	Annual membership to a local ND club -- \$50 - 100/each	\$50-\$100 per person	UND/Alumni
Notre Dame Alumni Travel(10 per trip)	Trips for 2 for the following trips: Alaska's Glaciers and the Inside Passage -- July 7 - 14, 2011 @ \$3,595 per person. Scotland -- August 1 - 9, 2011 @\$2,695/person. Village Life in Tuscany -- Sept. 25 - Oct. 4, 2011 @2,895 per person. Prices are retail prices and don't include airfare	\$7,190, \$5,390 or \$5,790 per package	UND/Alumni
Gift Cards for Hammes Notre Dame Bookstore(unlimited)	\$25 gift cards for the bookstore	\$25	UND/Alumni
Notre Dame Reunion Package(10 packages)	\$150/night at Inn at St. Mary's or Hilton Garden Inn -- for 3 nights; \$215 per person for Reunion package; 2 Reunion t-shirts \$5/each; doesn't include transportation	\$900 per package	UND/Alumni
Alumni Sports Weekend Package(20 packages)	Package for 4 for the Alumni Sports Weekend at Notre Dame in January 2011; 2 hotel rooms for 2 nights at \$100/night for each room; \$200 for tickets to ND Women's and Men's Basketball games and Hockey games. Passes to Naimoli Club	\$700 per package	UND/Alumni